

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Steven M. Bowman et al.

Application No: 09/747,488

Filing Date: December 21, 2000

Entitled: **REINFORCED FOAM IMPLANTS WITH
ENHANCED INTEGRITY FOR SOFT
TISSUE REPAIR AND REGENERATION**

Atty. Docket No: 22956-67

Group Art Unit: 1615

Examiner: L. Di Nola Baron

Certificate of Facsimile Transmission

I hereby certify that this correspondence is being deposited with the United States Postal Service Post Office with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date set forth below.

May 12, 2004

By:

Date of Signature and Mail Deposit

William C. Geary III, Reg. No: 31,359

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Dear Sir:

DePuy Mitek, Inc. states that it is the assignee of the entire right, title, and interest in the above-referenced U.S. Patent Application No. 09/747,488, filed on December 21, 2000 for "Reinforced Foam Implants With Enhanced Integrity For Soft Tissue Repair And Regeneration," and in U.S. Patent Application No. 10/022,182, by virtue of the following, copies of which are attached hereto:

- (1) an Assignment of Application No. 09/747,488 dated April 9 and May 5, 2001 and recorded at Reel 011859, Frame 0549 from all inventors to Ethicon, Inc.;
- (2) an Assignment of Application No. 10/022,182 dated January 17 and 18, 2002 and recorded at Reel 012572, Frame 0715 from all inventors to Ethicon, Inc.;
- (3) an Assignment and Assumption from Ethicon, Inc. to DePuy Mitek, Inc.

The owner, DePuy Mitek, Inc., hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of a United States Patent granted on Application Serial No. 10/022,182, and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on Application Serial No.

10/022,182, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

The owner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of a patent granted on Application Serial No. 10/022,182, in the event that such a patent later lapses for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The undersigned has reviewed the evidentiary documents pertaining to the rights of owner to file this disclaimer and certifies that, to the best of his knowledge and belief, title to the above-identified application is in the owner. The undersigned, as an attorney of record for the owner, is authorized to execute this document on behalf of the owner.

Respectfully submitted,

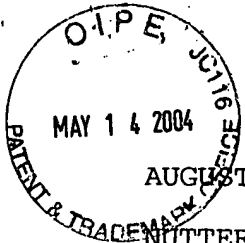


William C. Geary III, Reg. No. 31,359
Attorney for Applicants

Dated: May 12, 2004

NUTTER, McCLENNEN & FISH, LLP
World Trade Center West
155 Seaport Boulevard
Boston, MA 02110
Telephone: (617) 439-2766
Facsimile : (617) 310-9766

1325079.1



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

AUGUST 16, 2001

PTAS

NUTTER, MCCLENNEN & FISH, LLP
WILLIAM C. GEARY, III
ONE INTERNATIONAL PLACE
BOSTON, MA 02110-2699



101742471A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/04/2001

REEL/FRAME: 011859/0549
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
BOWMAN, STEVEN M.

DOC DATE: 04/09/2001

ASSIGNOR:
BRUKER, IZI

DOC DATE: 04/09/2001

ASSIGNOR:
REZANIA, ALIREZA

DOC DATE: 05/05/2001

ASSIGNEE:
ETHICON, INC.
U.S. ROUTE 22
SOMERVILLE, NEW JERSEY 08876

SERIAL NUMBER: 09747488
PATENT NUMBER:

FILING DATE: 12/21/2000
ISSUE DATE:

PEARLENE FOSTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

Whereas we, the undersigned, **Steven M. Bowman, Izi Bruker, and Alireza Rezania**, hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **REINFORCED FOAM IMPLANTS WITH ENHANCED INTEGRITY FOR SOFT TISSUE REPAIR AND REGENERATION**, identified as Attorney Docket No. **22956-67**, and Client Case No. **MIT-221**, which application was filed on **December 21, 2000**, and assigned Application No. **09/747,488**. In the event that the filing date and Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the Filing Date and Application No. of said application.

Whereas, **Ethicon, Inc.**, a corporation formed under the laws of the State of New Jersey having a place of business at **U.S. Route 22, Somerville, New Jersey 08876**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for one dollar and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;

2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;

3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;

4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;

them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 4/9/01

Steven M. Bowman
Steven M. Bowman

On this 9th day of April, 2001, before me appeared **Steven M. Bowman**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

James B. Barry
Notary Public

My commission expires: September 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 4/9/01

Izi Bruker
Izi Bruker

On this 9th day of April, 2001, before me appeared **Izi Bruker**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

James B. Barry
Notary Public

My commission expires: September 23, 2005 [seal]

Notary Public

My commission expires: _____ [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: May 15, 2001

A. Rezania
Alireza Rezania

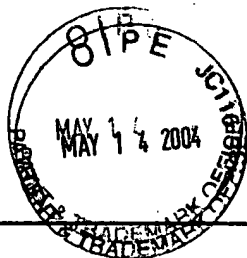
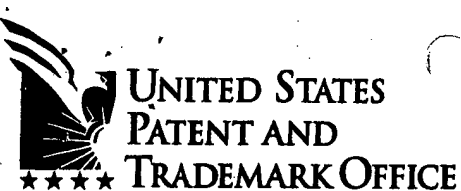
On this 15 day of May, 2001, before me appeared **Alireza Rezania**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Victor F Janas
Notary Public

My commission expires: 12/28/2005 [seal]

VICTOR F. JANAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/28/2005

977675.1



APRIL 10, 2002

PTAS

Chief Information Officer
Washington, DC 20231
www.uspto.gov

NUTTER MCCLENNEN & FISH LLP
WILLIAM C. GEARY III
ONE INTERNATIONAL PLAZA
BOSTON, MA 02110-2699



101984861A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/19/2002

REEL/FRAME: 012572/0715
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

BOWMAN, STEVEN M.

DOC DATE: 01/17/2002

ASSIGNOR:

BRUKER, IZI

DOC DATE: 01/17/2002

ASSIGNOR:

REZANIA, ALIREZA

DOC DATE: 01/17/2002

ASSIGNOR:

MELICAN, MORA CAROLYNNE

DOC DATE: 01/18/2002

ASSIGNOR:

BINETTE, FRANCOIS

DOC DATE: 01/17/2002

ASSIGNOR:

HWANG, JULIA

DOC DATE: ~~01/27/2002~~
01/17/2002

ASSIGNEE:

ETHICON, INC.
ROUTE 22 WEST
SOMERVILLE, NEW JERSEY 08876

02-19-2002



Form PTO-1595 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

101984861
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

Steven M. Bowman (1/17/2002); Izi Bruker (1/17/2002); Alireza Rezania (1/17/2002); Mora Carolynne Melican (1/18/2002); Francois Binette (1/17/2002); and Julia Hwang (1/17/2002)

Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

3. Nature of Conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: see Box 1, conveying parties

2. Name and address of receiving party(ies)

Name: ETHICON, INC.

Internal Address:

Street Address:

Route 22 West

City: Somerville

State: NJ

Zip: 08876

Additional name(s) & address(es) attached:

☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the new application is:

A. Patent Application No.(s):

10/022,182

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William C. Geary III
NUTTER MCCLENNEN & FISH LLP

Internal Address: Atty. Dkt.: 022956-0074

Street Address: One International Place

City:
Boston

State: MA Zip:
02110-2699

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41)

\$ 40.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

141449

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William C. Geary III
Name of Person Signing

Signature

February 15, 2002
Date

00000022 10022182 Total number of pages including cover sheet, attachments, and documents: 5

40.00 OP

Recordation Form Cover Sheet

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Commissioner for Patents, Washington, DC 20231, on the date shown below.

Dated: February 15, 2002

Signature

(William C. Geary III)

012572/0715 PAGE 2

SERIAL NUMBER: 10022182
PATENT NUMBER:

FILING DATE: 12/14/2001
ISSUE DATE:

PAULA MCCRAY, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

ASSIGNMENT

Whereas we, the undersigned, **Steven M. Bowman, Izi Bruker, Alireza Rezanian, Mora Carolynne Melican, Francois Binette and Julia Hwang** hereby have made certain inventions or discoveries (or both) set forth in an application for Letters Patent of the United States of America entitled, **USE OF REINFORCED FOAM IMPLANTS WITH ENHANCED INTEGRITY FOR SOFT TISSUE REPAIR AND REGENERATION**, identified as Attorney Docket No. 22956-74, and Client Case No. MIT-221, which application was filed on December 14, 2001, and assigned Application No. 10/022,182. In the event that the filing date and Application No. are not entered above at the time I execute this document, and if such information is deemed necessary, I hereby authorize and request my attorneys at Nutter, McClennen & Fish, LLP, One International Place, Boston, Ma 02110-2699, to insert above the Filing Date and Application No. of said application.

Whereas, **Ethicon, Inc.**, a corporation formed under the laws of the State of New Jersey having a place of business at **U.S. Route 22, Somerville, New Jersey 08876**, and which, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits and privileges hereinafter recited;

Now, therefore, for one dollar and other valuable consideration furnished by Assignee to us, receipt and sufficiency of which we hereby acknowledge, we hereby, without reservation:

1. Assign, transfer and convey to Assignee the entire right, title and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in whatsoever countries, including all divisional, renewal, substitute, continuation, reissue and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, reexaminations, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications and said Letters Patent;
2. Authorize Assignee to file patent applications in any or all countries on any or all of said inventions and discoveries in our names or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise;
3. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct;
4. Warrant that we have not knowingly conveyed to others any right in said inventions, discoveries, applications or patents or any license to use the same or to make, use or sell anything embodying or utilizing any of said inventions or discoveries; and that we have good right to assign the same to Assignee without encumbrance;
5. Bind my heirs, legal representatives and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or

them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; and to furnish Assignee with any and all documents, photographs, models, samples and other physical exhibits in our control or in the control of my heirs, legal representatives or assigns which may be useful for establishing the facts of my conceptions, disclosures, and reduction to practice of said inventions and discoveries.

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

Steven M. Bowman
Steven M. Bowman

On this 17th day of January, 2002, before me appeared **Steven M. Bowman**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy Z. Banz
Notary Public

My commission expires: Sept. 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02

Izi Bruker
Izi Bruker

On this 17th day of January, 2002, before me appeared **Izi Bruker**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Nancy Z. Banz
Notary Public

My commission expires: Sept. 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: Jan 17, 2002

A. Rezania
Alireza Rezania

On this 17th day of January, 2002, before me appeared **Alireza Rezania**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.

Victor F. Janas
Notary Public

My commission expires: 12/28/05 [seal]

VICTOR F. JANAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/28/2005

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/18/02

Mora Carolynne Melican
Mora Carolynne Melican

On this 18th day of January, 2002, before me appeared **Mora Carolynne Melican**, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.


Victor F. Janas
Notary Public

My commission expires: 12/28/05 [seal]

VICTOR F. JANAS
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/28/2005

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02


Francois Binette

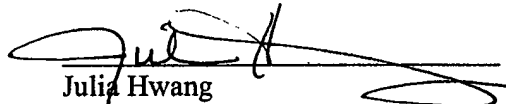
On this 17th day of January, 2002, before me appeared **Francois Binette**, to me known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged the same to be his free act and deed.


Notary Public

My commission expires Sept. 23, 2005 [seal]

In testimony of which I have executed this Assignment as an instrument under seal on the date indicated next to my name.

Dated: 1/17/02


Julia Hwang

On this 17 day of January, 2002, before me appeared **Julia Hwang**, to me known and known to me to be the person described in and who executed the foregoing instrument, and she acknowledged the same to be her free act and deed.


Notary Public

My commission expires: Sept. 23, 2005 [seal]

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (this "Assignment") is made effective as of the 29th day of December, 2003 (the "Effective Date") by and between Ethicon, Inc., a corporation organized under the laws of the State of New Jersey (hereinafter "Ethicon"), and DePuy Mitek, Inc. (formerly Innovative Devices, Inc.), a corporation organized under the laws of the State of Massachusetts (hereinafter "DMI").

WHEREAS, Ethicon is desirous of transferring to DMI all of the assets and liabilities of Ethicon's Mitek Worldwide Division (the "Division"), and DMI is desirous of accepting such assets and assuming such liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Ethicon does hereby grant, assign, convey, transfer, set over and confirm, unto DMI, its successors and assigns, forever, all the businesses, franchises, properties, and assets of every nature and description, tangible and intangible, wherever located, on the books and records of Ethicon with respect to the Division immediately prior to the Effective Date (the "Properties"), the same to include, without limiting the generality of the foregoing, those assets that are more particularly described as follows, to the extent relating to the Division:

(i) All inventories, materials, supplies, furniture, machinery, equipment, automobiles, trucks and other tangible personal property, goods and chattels, wherever located;

(ii) All right, title, and interest in, to and under all contracts, including leases (except that nothing herein contained shall be deemed to constitute the assignment of any claim against the United States of America or of any contract that is not assignable without the consent of the other party or parties thereto unless and until such consent shall have been obtained);

(iii) All right, title and interest in, to and under cash (whether on hand or in banks), notes, bonds, inventions, improvements, patents and patent applications, trademarks, copyrights, domain names, discoveries, know-how, data, accounts and bills receivable, books of account, records, agreements, licenses, claims, demands, judgments, equities and choses in action, and all other intangible property of every nature and description; and

(iv) All right, title and interest in, to and under any real estate, and any improvements and appurtenances thereon or thereto, as well as all rights and obligations appertaining thereto.

2. Ethicon hereby constitutes and appoints DMI, its successors and assigns, the true and lawful attorney or attorneys of Ethicon, with full power of substitution, for Ethicon and in its name and stead or otherwise, but on behalf and for the benefit of DMI, its successors and assigns, to demand and receive from time to time any and all the Properties hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute in the name of Ethicon or otherwise, but at the expense and for the benefit of DMI, its successors and assigns, any and all proceedings at law, in equity or otherwise that DMI, its successors or assigns, may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Properties hereby assigned, transferred and conveyed,

and to defend or compromise any and all actions, suits or proceedings in respect of any of said Properties and to do all such acts and things in relation thereto as DMI, its successors, or assigns shall deem desirable; Ethicon hereby declaring that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Ethicon in any manner or from any reason.

3. Ethicon, for itself and its successors and assigns, hereby covenants and agrees with DMI and its successors and assigns, that Ethicon and its successors and assigns will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney, and assurances, for the better assuring, assigning, conveying, transferring and confirming unto DMI, its successors and assigns, all and singular the Properties hereby assigned, transferred and conveyed, as DMI or its successors or assigns shall reasonably require.

4. For the consideration aforesaid, and in consideration of the assignment, transfer and conveyance to it of the Properties, DMI hereby assumes, and agrees to pay, perform or discharge when due, as the case may be, all the indebtedness, liabilities and obligations of every kind and description, to the extent associated with the Properties or otherwise pertaining to the Division. DMI hereby covenants and agrees with Ethicon that DMI will forever indemnify and save harmless Ethicon against all the indebtedness, liabilities and obligations aforesaid hereby assumed and agreed to be paid, performed or discharged, as the case may be, by DMI and to assume and complete all pending contracts of Ethicon to the extent relating to the Division or allocated on Ethicon's books or records to the Division immediately prior to the Effective Time, and to indemnify and save harmless Ethicon and its officers, directors and stockholders from any liability under any such indebtedness, liabilities and obligations.

5. This Assignment and the covenants and agreements herein contained shall inure to the benefit of and shall bind the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective corporate names as of the 29th day of December, 2003.

ETHICON, INC.

By: [Signature]
Name: K. O'Brien
Title: Worldwide Vice President, Finance
Attest: [Signature]
R. E. Skula, Assistant Secretary

DEPUY MITEK, INC.

By: [Signature]
Name: H. Zauberman
Title: Vice President
Attest: [Signature]
S. M. Rosenberg, Clerk